

## Mobile Banking Enrollment Terms and Conditions

### END USER TERMS

This service is provided to you by South Georgia Banking Company and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and South Georgia Banking Company. Section B of these End User Terms is a legal agreement between you and the Licensor.

### SECTION A

#### SOUTH GEORGIA BANKING COMPANY TERMS AND CONDITIONS

Thank you for using South Georgia Banking Company Mobile combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at anytime. In case of questions please contact customer service at 229-382-4211 or by email at [mobilecustservice@sgbconline.com](mailto:mobilecustservice@sgbconline.com).

#### Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from South Georgia Banking Company. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by South Georgia Banking Company and not by any other third party. You and South Georgia Banking Company are solely responsible for the content transmitted through the text messages sent to and from South Georgia Banking Company. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. You represent that you are the legal owner of the account(s) and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking.
4. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. Refer to your account agreement, notices, and disclosures for more information.
5. You should review and follow the instructions provided on our website in order to properly use Mobile Banking. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your wireless device and the software. We may modify Mobile Banking from time to time in our sole discretion. In the event of any modifications, you are

responsible for making sure that you understand how to use Mobile Banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking or your wireless device.

6. We may make modifications, changes, and alterations to this agreement and will provide notice to you of any modifications, changes or alterations in writing. You are responsible for regularly reviewing the agreement. Your continued use of Mobile Banking following any modifications, changes or alterations, shall constitute your acceptance of such modifications, changes or alterations.

7. The invalidity, illegality, or unenforceability of any of the clauses of these terms and conditions will not affect the validity, legality and enforceability of the remaining clauses of these terms and conditions.

8. You may cancel Mobile Banking at any time by notifying Bank in writing to PO Box 1505, Tifton GA, 31793 or by calling 229-382-4211 or 888-782-4211. This cancellation applies to Mobile Banking only and does not terminate customer's bank deposit or credit account(s). Bank recommends that all scheduled payments be cancelled prior to notification of discontinuing service. Any unprocessed payments will be cancelled. Should customer close all Mobile Banking account(s), Mobile Banking will end and any unprocessed payments or external transfers will be cancelled.

9. We may terminate Mobile Banking at any time without prior notice, including, but not limited to, inactivity. The Bank may suspend or terminate Mobile Banking for including, but not limited to, the following reasons: customer breaches any agreement with Bank,; Bank believes there has been or may be a breach in the security of Mobile Banking or unauthorized activity involving customer account(s); there is uncertainty regarding the authorization, completeness, or accuracy of transactions initiated through Mobile Banking.

10. If the account is stopped or cancelled for any reason, we may stop notifications to you and cancel your mobile banking registration.

11. These terms and conditions are supplementary to the Online Banking and Bill Payment Agreement, which governs Mobile Banking and Online Banking provided through our Online Banking website. By using Mobile Banking, you are agreeing to the terms and conditions in this agreement and the terms and conditions contained on the Online Banking and Bill Payment Agreement. In addition to this agreement, you further agree that the agreement and any amendments thereto may be delivered to you electronically.

12. We may, at any time, change the online services available through Mobile Banking. We reserve the right to refuse to complete requested transactions through Mobile Banking and may refuse to provide an online service through Mobile Banking at any time.

13. You must obtain and maintain, at your own expense, a compatible and supported mobile device or phone or other supported mobile device. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data

service will be compatible with Mobile Banking. South Georgia Banking Company is not responsible for any third party software you may need to use Mobile Banking. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. Mobile Banking and any software you obtain may not be available at any time for any reason outside of the reasonable control of us or any service provider. Our participating carriers include, but are not limited to, AT&T, Verizon, and Sprint. You acknowledge that Mobile Banking is dependent upon the availability and quality of the wireless network through which you are accessing Mobile Banking and, as a result, Mobile Banking may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. For example, a text message may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. You may be charged fees by your mobile carrier. When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with your service providers, including, but not limited to, your mobile service provider and this agreement does not amend or replace any of those agreements. You agree that only your mobile service provider is responsible for its products and services. You agree to resolve any problems with your provider directly without involving us. We reserve the right to limit the number of mobile devices through which you may access Mobile Banking.

14. We do not warrant that Mobile Banking will meet your requirements, operate without interruption or be error-free, and we will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Banking, or for any actions you take in reliance on Mobile Banking, including, without limitation, service interruption, inaccuracies, delays, or loss of data.

15. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network which you utilize to access Mobile Banking. You understand and agree that you can conduct your banking business at our branches or through ATMs. You understand that, while we and our service providers have established certain security procedures, such as firewalls, codes and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to the services will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays, or malfunctions, and we are not responsible for the acts of third parties. You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgement and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking. You agree that neither we or our service

providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

16. You agree to provide us with a valid mobile number, and you must notify us immediately of any changes to your wireless device. In case of unauthorized access to your wireless device or Mobile Banking, you agree to cancel enrollment associated with the wireless device immediately.

17. As part of Mobile Banking, South Georgia Banking Company offers access to your account information over SMS, as well as the option to set up alerts based on certain activity in your accounts. You may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered. This program will be ongoing. Message and data rates apply based on your agreement with your service provider. You may unenroll at any time.

18. You understand that data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your account(s). You agree to take precautions to protect the security and integrity of your account(s) when using Mobile Banking, including, but not limited to, (i) not leaving your mobile device unattended while logged into Mobile Banking; (ii) logging off immediately after using Mobile Banking; (iii) not providing your user name, password, or other access information for Mobile Banking to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your account(s) by any person you allow to use your mobile device, login information or other means of accessing Mobile Banking.

19. You acknowledge that in connection with your use of Mobile Banking, South Georgia Banking Company (the "Bank") and its service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the software. South Georgia Banking Company and its service providers will maintain reasonable safeguards to protect the information from unauthorized disclosures or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its service providers also reserve the right to monitor use of Mobile Banking and the software for purposes of verifying compliance with the law, these terms and conditions, and any applicable license, but disclaims any obligation to monitor, filter, or edit any content.

20. You agree not to use Mobile Banking or the software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the software to transmit or disseminate (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed

to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libellous, abusive, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage related (e.g. beer, wine, or liquor), tobacco-related (e.g. cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g. firearms or bullets), illegal drugs-related (e.g. marijuana, cocaine), pornographic-related (e.g. adult themes, sexual content), crime-related (e.g. organized crime, notorious characters), violence-related (e.g. violent games), death-related (e.g. funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g. casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading or inaccurate; (vii) any material that would expose the Bank or any third-party service provider involved in providing Mobile Banking, or any other third-party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities or FIS or any third-party. You Agree that you will not attempt to (A) access any software or services for which your use has not been authorized; (B) use or attempt to use a third party's account; (C) interfere in any manner with the provision of Mobile Banking or the software, the security of Mobile Banking or the software, or other customers of Mobile Banking or the software, or (D) otherwise abuse Mobile Banking or the software.

21. The circumstances under which we will disclose information about you, your account(s), or your online services are set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed on our website.

22. You will receive a periodic account statement as disclosed in the terms and conditions applicable to your account(s). Transfers made through Mobile Banking will be reflected on applicable account statements.

23. South Georgia Banking Company does not assess monthly fees for Mobile Banking. However, there are transaction and other fees associated with certain services which are set forth in our separately disclosed fee schedule. Any such fees will be deducted from your account(s) which utilized an online service for which a transaction or other fee is applicable.

24. Our liability is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your account(s) and online services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your account(s) or online services.

Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the online services as expressly stated in this agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the online services. If we do not complete a transfer to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your overdraft line (if applicable); (iii) if Mobile Banking was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you. In no event will we have liability for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damages is based on tort or contract or we knew or should have known the likelihood of such damages in any circumstances.

25. Should there be a conflict between this agreement and the Online Banking and Bill Payment Agreement, this agreement will govern with respect to Mobile Banking and the portion of Online Banking through which Mobile Banking is offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

26. You agree that your use of Mobile Banking is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

27. Mobile Banking and software are provided "As Is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness.

28. You agree that our service providers (including any provider of software) may rely upon your agreements and representations in this agreement and such service providers are, for the purposes herein, intended third-party beneficiaries of this agreement, with the power to enforce these provisions against you, as applicable.

29. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other wireless device applications associated with Mobile Banking.

30. Except where expressly indicated otherwise, transmissions to and from Mobile Banking, including emails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the Bank. Please do not use email to send Bank communications which contain confidential information, including account numbers. Please call 229-382-4211 or

888-782-4211 or for written communications: South Georgia Banking Company, PO Box 1505, Tifton GA, 31793. Any transmission to Mobile Banking, including emails shall be deemed and remain the property of the Bank.

31. Bank employees, nor any company affiliated with Bank, nor bank's third-party service provider, will never contact customer via email or phone requesting customer's login ID and/or password. If customer is contacted by anyone requesting such information, please contact the Bank immediately.

32. This agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to the conflict of laws thereof, and to the laws of the United States.

33. No waiver by the Bank of any right under or term or provision of this agreement at any time will be deemed a waiver of any other right, term, or provision of this agreement at any time or any time in the future.

34. Service is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. Customer Support is available at 229-382-4211 or 888-782-4211 or [mobilecustservice.sgbconline.com](http://mobilecustservice.sgbconline.com).

35. Use of Google Maps-You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps.html](https://www.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

36. Subject to your compliance with this agreement, we hereby grant you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, and non-resellable license and right to use the application for the sole purpose of your use of the services in accordance with these terms and conditions ("License"). Pursuant to this License you may download, install and use the software on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you will be required to download and install the software to that new or different wireless device. This License will be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this agreement; (ii) your deletion of the software from your wireless device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your wireless device.

37. You grant us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through Mobile Banking by you, including, your location, device based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing Mobile Banking. This license will survive termination of this agreement for such period as necessary for us to provide Mobile Banking, comply with the law, or comply with internal guidelines or procedures. We may log your location when using mobile banking. Such information may be used by us for marketing purposes, but will not be made publicly available or otherwise shared. Some mobile devices may allow you to disable this feature and block our ability to view your location when using Mobile

Banking. Please follow the directions for doing so provided by the manufacturer of your mobile device.

38. The provisions of this agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification will survive termination or expiration of this agreement for any reason.

39. The section headings/titles in this agreement are for convenience only and have no legal or contractual effect.

40. By providing a telephone number for a cellular telephone, other wireless device, or a landline number that was later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from South Georgia Banking Company and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

41. You may not use or otherwise export or re-export the Mobile Banking application except as authorized by United States law and the laws of the jurisdiction in which the application was obtained. In particular, but without limitation, the application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

42. The application is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all United States Government End Users acquire the application with only those rights set forth herein.

#### 43. MOBILE DEPOSIT SERVICE

Last Updated: April 6, 2020

a. Mobile Deposit (the Service) is a supplemental service of South Georgia Banking Company's Mobile Banking that allows a deposit account holder to use the camera on their smartphone or tablet to take a picture of a check and deposit it to their account.

b. Eligible accounts are those checking, savings and money market accounts that have been open at least 30 days (some or all of your accounts might not be eligible for the Mobile Deposit Service).



c. Limitations - The Service is offered as a convenience, we are not responsible for any interruption to the Mobile Deposit Service or any damages or inconvenience you might suffer as a result of the Service not being available. At any time we may change the qualifications, limitations, features or the availability of the Service without prior notice.

d. Image Quality - When depositing a check using the Mobile Deposit Service you will take a picture of the front and back of all checks being deposited with the camera on your mobile device. If your check images do not meet certain standards and it is determined the check cannot be processed, the image may be rejected. You will need to reimage the check or the transaction may need to be cancelled. Mobile Deposit transactions may be reviewed by us to detect fraudulent or unqualified checks and at our discretion we may reject any check.

e. Items eligible for deposit - Checks you deposit using the Service should only be made out to you or the business and drawn on a U.S. financial institution. The following types of checks are NOT eligible for deposit through the Remote Deposit Service; if you do so the item may be rejected and the deposit reversed: Checks that have been altered, Checks previously converted to a substitute check (as defined in Federal Reserve Board Regulation CC), Foreign checks (not drawn on a U.S. bank) or checks not payable in U.S. currency, Money orders, Cashier's checks, Travelers checks, Savings bonds, Federal government checks, Checks dated more than six months prior to the date of deposit, Checks made payable to any person or business name other than yourself, Checks made jointly payable unless being deposited to an account in the name of all payees, Checks that have been previously deposited by any means, or Checks not endorsed as required by the Bank.

f. Endorsement - You agree to endorse all checks being imaged through the Mobile Deposit Service with your signature or business name and the statement, "FOR MOBILE DEPOSIT ONLY". Failure to properly endorse the check will cause it not to be accepted for deposit and it will be returned.

g. Deposit cut-off time - If checks have been received by us and approved for deposit before 4 PM EST on any business day (Monday - Friday excluding Federal holidays), your deposit will be considered made on that day. Deposits made after 4 PM or on a non-business day will be considered a deposit made on the next business day. Deposits may not be available for immediate withdrawal.

h. Deposit limits - We may, at any time, set daily, weekly or monthly deposit dollar amount limits. Deposits that exceed these limits may be rejected or, at our discretion, we may accept the deposit. The daily mobile deposit limit is \$5,000.00 per eligible account and items that are eligible for mobile deposit.

i. Receipt of deposit - You will be notified by email when the bank has received your deposit. This does not mean the deposit was error free or that you will get credit for this deposit. You agree to safeguard the originals for 60 days after you confirm the deposit has been credited to your account. During those 60 days we may ask to review the check. Once the 60 days are up, securely destroy the check.

j. Depositing the same check multiple times - You agree that you will be responsible for any checks that are deposited with us or with any other financial institution more than one time, whether those deposits are made electronically or as a paper deposit. Any deposits made more than one time will be debited from your account.

k. Returned checks - Any deposited checks that are returned by the drawee bank for any reason will be charged back to the account upon which they were deposited.

## SECTION B

### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

## SECTION C

### Zelle Terms of Use

Last Updated: April 2, 2021

#### 1. Description of Services

- a. We have partnered with the *Zelle* Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with *Zelle* as "Network Banks."
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.
- c. **THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.**

## 2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this *Zelle* Terms of Use. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

If we make changes to the *Zelle* Terms of Use, we will update the Mobile Banking Terms and Conditions on our website, [SGBCOnline.com](http://SGBCOnline.com). Your use of *Zelle* within South Georgia Banking Company's Mobile Banking means you accept the *Zelle* Terms of Use and any changes or updates made to it.

## 3. Consent to Share Personal Information (Including Account Information)

By using the *Zelle* service you are consenting to sharing your personal information including account information with *Zelle* and other Network Banks for the purpose of processing payment transactions in accordance with its customary processes and procedures.

## 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at [SGBCOnline.com](https://www.zellepay.com/privacy-policy), which Privacy Policy is incorporated into and made a part of this *Zelle* Terms of Use by this reference.

## 5. Wireless Operator Data

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT & T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *zelle's* Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

## 6. Enrolling for the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

- i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

## 7. Consent to Emails and Automated Text Messages.

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this *Zelle* Terms of Use. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 229-382-4211 or 888-782-4211. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: Our participating carriers include, but are not limited to, AT & T, Verizon, and Sprint.

#### 8. Receiving Money; Money Transfers by Network Banks

All transfers of money to you shall be performed by a Network Bank per the direction of that Network Bank Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this *Zelle* Terms of Use and the procedures of the business or government agency that is sending you the payment.

## 9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this *Zelle* Terms of Use, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another user, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## 10. Liability.

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND others whom you trust. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS with whom you are not familiar or you do not trust. *Zelle* does not offer a protection program for authorized payments made through the service (for example, if you do not receive the goods or services that you paid for, or the goods or services that you received are damaged or are otherwise not what you expected).

## 11. Send Limits

We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be

rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these *Zelle* Terms of Use, and we are not obligated to accept similar payment(s) at other times. The current daily limit for sending money is \$300.00 per transaction and \$300.00 over any calendar day, commencing 12:00 A.M. Eastern Time, ending at 11:59 P.M. Eastern Time.

## 12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we or *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this *Zelle* Terms of Use, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## 13. Error Resolution

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 229-382-4211 or 888-782-4211. Write us at PO Box 1505, Tifton GA, 31793 or email us at [mobilecustservice@sgbconline.com](mailto:mobilecustservice@sgbconline.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.



(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### 14. Unauthorized Transactions

Tell us AT ONCE if you believe your online banking password, biometric or passcode has been compromised, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the theft of your online banking password, biometric or passcode, you can lose no more than \$50 if someone used your password, biometric or passcode without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, biometric or passcode, and we can prove we could have stopped someone from using your password, biometric or passcode without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your password, biometric or passcode has been stolen, call: (229) 382-4211 or (888) 782-4211 or write: South Georgia Banking Company, P.O. Box 1505. Tifton, GA 31793 or email us at [mobilecustservice@sgbconline.com](mailto:mobilecustservice@sgbconline.com).

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### 15. Liability for Failure to Complete Transfers

If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in your agreement with us.

#### 16. Fees

There is no fee to use the Service; however, regular charges will apply to your account(s), as applicable. We may at any time change the fees that apply to the Service. We will give you reasonable notice of such change as required by law.

If we process a transaction in accordance with your instructions that overdraws your account with us, we may assess a fee for any such overdraft in accordance with the terms of the Deposit Account Agreements and Disclosures. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated Account. You will be

responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service.

#### 17. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our *Zelle* Terms of Use which are available at [SGBCOnline.com](http://SGBCOnline.com) and incorporated into and made part of SGBC Mobile Banking Enrollment Terms and Conditions by this reference.

#### 18. Cancellation of the Service

We may, at any time and without prior notice to you or other *Zelle* Service participants, suspend or terminate the *Zelle* Service.

#### 19. Right to Terminate Access

In the event you violate any terms of this *Zelle* Terms of Use Agreement, there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or we have problems with your use of the *Zelle* Service, you agree that we may suspend or terminate your access to the *Zelle* Service at any time.

#### 20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### 21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR

ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS *ZELLE* TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## 22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this *Zelle* Terms of Use, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this *Zelle* Terms of Use.

## 23. Governing Law; Choice of Law; Severability

The laws that govern your account relationship with us as explained in the Deposit Account Agreements and Disclosures govern this *Zelle* Terms of Use. If there is an instance where you are not subject to or the terms of the Deposit Account Agreements and Disclosures do not apply, the laws of the State of Georgia shall govern these *Zelle* Terms of Use.

## 24. Miscellaneous

Subject to the terms of this *Zelle* Terms of Use, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *zelle's* control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

*Zelle* and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license.